

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RedPrairie Holding, Inc.		12/29/2005	CORPORATION: DELAWARE
RedPrairie Corporation		12/29/2005	CORPORATION: DELAWARE
Wesely Software Development Corp.		12/29/2005	CORPORATION: CONNECTICUT
LTG (US) Inc.		12/29/2005	CORPORATION: DELAWARE
RedPrairie Logistix, Inc.		12/29/2005	CORPORATION: DELAWARE
RedPrairie Corporation Limited		12/29/2005	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2144903	DISPATCHER
Registration Number:	2056393	DISTRIBUTION MANAGER
Registration Number:	2012377	DM PLUS
Registration Number:	2018776	LIS
Registration Number:	1994947	LIS
Registration Number:	2011537	LIS
Serial Number:	76018510	LOGISTICS CONFIGURATOR
Serial Number:	76018517	LOGISTICS EXCHANGE

TRADEMARK

900038826

REEL: 003218 FRAME: 0898

OP \$415.00 2144903

Serial Number:	76324796	LENS
Serial Number:	76018518	LOGISTICS EXECUTION SUITE
Serial Number:	76576590	CAMBRIDGE AUDIO
Serial Number:	76018515	LOGISTICS EXECUTIVE
Serial Number:	76018514	LOGISTICS INTEGRATOR
Serial Number:	76018513	LOGISTICS SERVER
Serial Number:	76018512	LOGISTICS SOLUTION SETS
Serial Number:	76018511	LOGISTICS SUITE

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00175
NAME OF SUBMITTER:	David Wardle
Signature:	/David Wardle/
Date:	12/30/2005

Total Attachments: 16

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AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of December __, 2005, is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of May 23, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “Grantors” and each individually, a “Grantor”), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, the “Agent”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on May 23, 2005 at Reel 003089, Frame 0750;

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement, a copy of which is attached hereto as Exhibit “A”, and shall secure all Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Agent in all of Grantors’ right, title, and interest in, to, and under the Trademark Collateral identified in the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grant, assign, transfer, and convey to Agent continuing security interests in all of Grantors’ right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

4. This Amendment is a Loan Document.

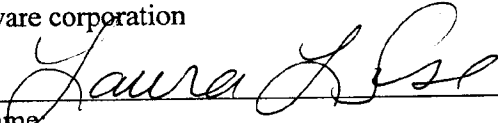
5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Signature page follows]

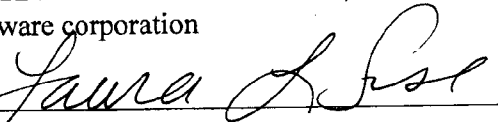
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTORS:

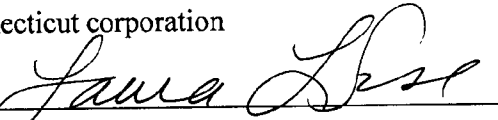
REDPRAIRIE HOLDING, INC.,
a Delaware corporation

By: 
Name:
Title:

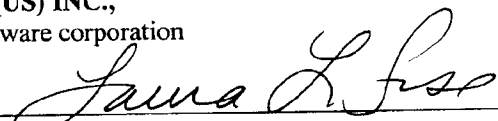
REDPRAIRIE CORPORATION,
a Delaware corporation

By: 
Name:
Title:

WESELEY SOFTWARE DEVELOPMENT CORP.,
a Connecticut corporation

By: 
Name:
Title:

LTG (US) INC.,
a Delaware corporation

By: 
Name:
Title:

GRANTORS:

REDPRAIRIE LOGISTIX, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Laura H. Lee

Signed by _____

for and on behalf of **REDPRAIRIE CORPORATION LIMITED**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: Thomas F. Booth
Name: THOMAS FOOTHILL
Title: VP

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of May, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of May 23, 2005 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among RedPrairie Holding, Inc., a Delaware corporation ("Parent"), RedPrairie Corporation, a Delaware corporation, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated May 23, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States Trademarks and United States Trademark Intellectual Property Licenses to which it is a party including those Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States Trademarks and Intellectual Property Licenses concerning one or more United States Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

REDPRAIRIE HOLDING, INC.,
a Delaware corporation

By: 
Name:
Title

REDPRAIRIE CORPORATION,
a Delaware corporation

By: _____
Name:
Title

WESELEY SOFTWARE DEVELOPMENT CORP.,
a Connecticut corporation

By: _____
Name:
Title

LTG (US) INC.,
a Delaware corporation

By: _____
Name:
Title

[SIGNATURE PAGES TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

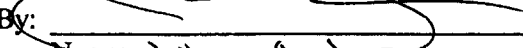
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

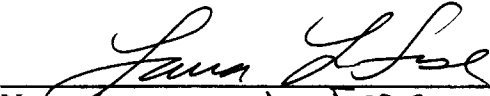
REDPRAIRIE HOLDING, INC.,
a Delaware corporation

By: _____
Name:
Title

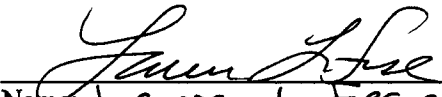
REDPRAIRIE CORPORATION,
a Delaware corporation

By:  _____
Name: John B. Sawiec
Title: Company leader

WESELEY SOFTWARE DEVELOPMENT CORP.,
a Connecticut corporation

By:  _____
Name: Laura L. Fese
Title: Director

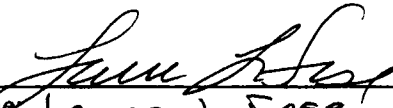
LTG (US) INC.,
a Delaware corporation

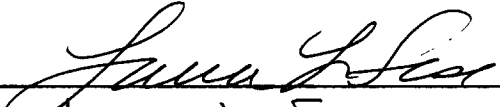
By:  _____
Name: Laura L. Fese
Title: Director

[SIGNATURE PAGES TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

GRANTORS:

REDPRAIRIE LOGISTIX, INC.,
a Delaware corporation

By: 
Name: Laura H Fese
Title Director


Signed by Laura H Fese

for and on behalf of **REDPRAIRIE CORPORATION LIMITED**

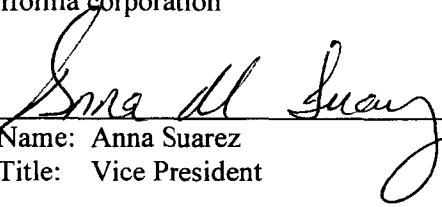
[SIGNATURE PAGES TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:


Name: Anna Suarez
Title: Vice President

[SIGNATURE PAGES TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Owner	Quantity	Country	Registration Date	Status
Circle Logo & Design	RedPrairie Corporation	2,649,039	USA	12-Nov-2002	Registered
COPLEX	RedPrairie Corporation	2,866,333	USA	27-Jul-2004	Registered
DigitaLogistix Logo & Design	RedPrairie Corporation	2,699,585	USA	25-Mar-2003	Registered
Dispatcher-CS	Logistics Technology Group (UK) Limited	2,272,546	USA	24-Aug-1999	Registered
DLx	RedPrairie Corporation	2,536,664	USA	5-Feb-2002	Registered
LENS	RedPrairie Corporation	2,766,208	USA	23-Sep-2003	Registered
McHugh Logo & Design	RedPrairie Corporation	2,514,489	USA	4-Dec-2001	Registered
RedPrairie	RedPrairie Corporation	2,813,777	USA	10-Feb-2004	Registered
RFID Accelerator™	RedPrairie Corporation	78/551,684	USA	21-Jan-2005	Submitted
RFID Igniter™	RedPrairie Corporation	78/551,708	USA	21-Jan-2005	Submitted

SCHEDULE 1

SCHEDULE 1

TRADEMARKS

Trademark	Owner	Registration Application Number	Country	Registration Application Date	Status
addept	RedPrairie Ltd	3652021	CTM	3-Aug-05	Registered
CustomsLink	RedPrairie Online Ltd	3641131	CTM	27-Jun-05	Registered
CustomsMaster	RedPrairie Online Ltd	3641149	CTM	27-Jun-05	Registered
DeliveryProof	RedPrairie Ltd	3651619	CTM	6-Feb-04	Submitted
Dispatcher®	Symbol Technologies, Inc.	2,144,903	USA	17-Mar-98	Abandoned
Dispatcher®	Logistics Technology Group (UK) Limited	TMA533,832	Canada	28-Sep-00	Registered
Dispatcher-CS®	Logistics & Industrial Systems Limited	E62034	CTM	3-Jan-00	Registered
Dispatcher-WMS	RedPrairie Ltd	3652211	CTM	6-Feb-04	Submitted
Distribution Manager	RedPrairie Corporation	2,056,393	USA	22-Apr-97	Abandoned
Distributor	Symbol Technologies, Inc.	61911	CTM	1-Apr-96	Abandoned
DLx	RedPrairie Corporation	004106563	CTM	28-Oct-04	Submitted
DM Plus	RedPrairie Corporation	2,012,377	USA	29-Oct-96	Abandoned
DM Plus®	RedPrairie Corporation	30288	CTM	8-Sep-99	Abandoned
DutyMaster	RedPrairie Online Limited	3641206	CTM	9-Feb-04	Submitted
ExportLink	RedPrairie Online Limited	3641181	CTM	9-Feb-04	Submitted
LEXLOGISTIX & LEXLOGISTIX logo	Symbol LIS Limited	1518303	UK	21-Oct-94	Registered
LIS	Logistics & Internet Systems Limited	62075	CTM	1-Apr-96	Abandoned
LIS®	Logistics & Internet Systems Limited	2,018,776	USA	26-Nov-96	Registered
LIS®	Logistics & Internet Systems Limited	1,994,947	USA	20-Aug-96	Registered
LIS®	Logistics & Internet Systems Limited	2,011,537	USA	29-Oct-96	Registered
Logistics Configurator	RedPrairie Corporation	76/018,510	USA	29-Mar-00	Abandoned
Logistics Exchange	RedPrairie Corporation	76/018,517	USA	29-Mar-00	Abandoned
Logistics Execution Nervous System	RedPrairie Corporation	76/324,796	USA	29-Mar-00	Abandoned
Logistics Execution Suite	RedPrairie Corporation	76/018,518	USA	29-Mar-00	Abandoned
Logistics Execution System	RedPrairie Corporation	76/576,590	USA	26-Oct-98	Abandoned
Logistics Executive	RedPrairie Corporation	76/018,515	USA	29-Mar-00	Abandoned
Logistics Integrator	RedPrairie Corporation	76/018,514	USA	29-Mar-00	Abandoned
Logistics Server	RedPrairie Corporation	76/018,513	USA	29-Mar-00	Abandoned
Logistics Solution Sets	RedPrairie Corporation	76/018,512	USA	29-Mar-00	Abandoned
Logistics Suite	RedPrairie Corporation	76/018,511	USA	29-Mar-00	Abandoned
MFC	Logistics & Internet Systems Limited	61952	CTM	1-Apr-96	Abandoned
RedPrairie	RedPrairie Corporation	2,908,004	CTM	21-Dec-04	Registered
RedPrairie	RedPrairie Corporation	4,014,690	China	13-Apr-04	Submitted

SCHEDULE 1

TRADEMARKS

Trademark	Owner	Registration Application Number	Country	Registration Application Date	Status
RedPrairie®	RedPrairie Corporation	988,514	Australia	7-Oct-02	Registered
RedPrairie®	RedPrairie Corporation	4,844,209	Japan	11-Mar-05	Registered
SpaceMaster	RedPrairie Online Limited	3641222	CTM	9-Feb-04	Abandoned
U-Bond	RedPrairie Online Ltd	3641271	CTM	27-Jun-05	Registered
VirtualView	RedPrairie Limited	3651395	CTM	22-Jun-05	Registered

Common Law Trademarks / Service Mark	Entity	Date of First Use
RedPrairie Approach	RedPrairie Corporation	22-May-02
RFID 360 SM	RedPrairie Corporation	22-Jan-04
RFID Data Manager TM	RedPrairie Corporation	22-Jan-04
BillingCtl TM	RedPrairie Corporation	1-Apr-05
DutyMaster TM	RedPrairie Corporation	1-Apr-05
Source Ctl TM	RedPrairie Corporation	1-Apr-05
QualityCtl TM	RedPrairie Corporation	1-Apr-05
TimePayCtl TM	RedPrairie Corporation	1-Apr-05
ModelingCtl TM	RedPrairie Corporation	1-Apr-05
FreightPayCtl TM	RedPrairie Corporation	1-Apr-05
DockCtl TM	RedPrairie Corporation	1-Apr-05
ParcelCtl TM	RedPrairie Corporation	1-Apr-05
SlottingCtl TM	RedPrairie Corporation	1-Apr-05
DataCtl TM	RedPrairie Corporation	1-Apr-05
PalletCtl TM	RedPrairie Corporation	1-Apr-05